

PLAYER “L”

Subject: Re: Where does [REDACTED] live?
Date: 5/11/2015 10:49 AM
From: "STEVEN C. MARKS" <SMARKS@PODHURST.com>
To: "Christopher Seeger" <cseeger@seegerweiss.com>

That was quick. Will let you know re other residence.

Thanks.

Steven

Steven C. Marks
Podhurst Orseck PA
25 West Flagler Street
Suite 800
Miami FL 33130
305.358.2800

On May 11, 2015, at 10:43 AM, Chris Seeger <cseeger@seegerweiss.com> wrote:

Lenders don't like lending in Alabama. Does he have a residence any where else?

I'm glad we got to talk. This week is crazy. Will follow up on other stuff next week
Sent from my iPhone

On May 11, 2015, at 10:42 AM, STEVEN C. MARKS <SMARKS@PODHURST.com> wrote:

Alabama. Why?

More importantly, thanks for meeting on Friday. Please let me know when you connect with Brad since I want to follow up regarding Gridiron Greats and The [REDACTED] funding.

Thanks.

Steven

Steven C. Marks
Podhurst Orseck PA
25 West Flagler Street
Suite 800
Miami FL 33130
305.358.2800

> On May 11, 2015, at 10:35 AM, Chris Seeger <cseeger@seegerweiss.com> wrote:
>
>
>
> Sent from my iPhone
>

From: Chris Seeger <cseeger@seegerweiss.com>
Sent: Thursday, May 28, 2015 11:23 AM
To: SMARKS@PODHURST.com
Subject: Re: I NFL

I'm sure I can get it done.

Sent from my iPhone

On May 28, 2015, at 10:51 AM, STEVEN C. MARKS <SMARKS@PODHURST.com> wrote:

Thank you. I will try and get an answer today. Would they do same for i? He wants less though but if through a line, really doesn't matter as he will draw what he needs. He and i are in i.

Steven

Steven C. Marks
Podhurst Orseck PA
25 West Flagler Street
Suite 800
Miami FL 33130
305.358.2800

> On May 28, 2015, at 9:33 AM, Chris Seeger <cseeger@seegerweiss.com> wrote:

>

> I have a line set up for him if he wants it. What should I do?

>

> Sent from my iPhone

>

ATTORNEY ACKNOWLEDGEMENT

To:

September 4, 2015

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of
Pennsylvania (the "Case")

Sir:

We are your attorneys of record in the Case. As your attorneys, we acknowledge receipt of the Irrevocable Letter of Instruction (the "Letter"), a copy of which is annexed hereto and made a part hereof, that you have provided to us. We further acknowledge the fact that you have granted Esquire Bank, National Association ("Esquire") a security interest and lien in your interest in the Case as security for a line of credit loan (the "Loan") that Esquire is making to you.

In addition, we know of no other lien(s) affecting your interest in the Case. We acknowledge that the documents executed in connection with the Loan prohibit you from creating and/or granting any other lien(s) against your interest in the Case.

Prior to making any distributions of the Assigned Proceeds (as defined in the Letter), we will contact Esquire to ascertain the amount due and owing to Esquire and we will not distribute any of the Assigned Proceeds to any person or entity prior to the satisfaction of Esquire's lien. We acknowledge that Esquire may rely on the truthfulness of the statements made herein.

Podhurst Orseck, P.A.

By:  Roy K. Altman, Esq.

cc: Esquire Bank, National Association
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Reference: Note # _____

LINE OF CREDIT NOTE

\$500,000.00

Note # _____

Garden City, New York

September __, 2015

FOR VALUE RECEIVED, ("Borrower"), with his residence located at the address specified below, hereby promises to pay to the order of Esquire Bank, National Association ("Bank") at the office of Bank located at 320 Old Country Road, Suite 101, Garden City, New York 11530, or at such other location as Bank may direct, the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or, if less, the aggregate unpaid amount of all Line of Credit Loans (as defined below) made by Bank to Borrower pursuant to the terms of this Line of Credit Note, together with interest on such amount at the rate of interest specified below.

I. DEFINITIONS

Section 1.01. Definitions. As used in this Line of Credit Note, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural):

"Bank" means Esquire Bank, National Association.

"Borrower" means

"Business Day" means any day other than a Saturday, Sunday, or other day on which a federally chartered bank is authorized or required to close under applicable Law.

"Case" means the matter entitled "In Re National Football League Concussion Litigation", filed under Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania.

"Debt" means, with respect to any Person, each of the following (1) indebtedness or liability for borrowed money, or for the deferred purchase price of property or services (including trade obligations), (2) all obligations evidenced by bonds, debentures, notes or other similar instruments, (3) obligations as lessee under Capital Leases, (4) current liabilities in respect of unfunded vested benefits under any benefit plan, (5) reimbursement obligations under letters of credit issued for the account of such Person, (6) all reimbursement obligations arising under bankers' or trade acceptances, (7) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase any of the items included in this definition, to provide funds for payment, to supply funds to invest in any Person, or otherwise to assure a creditor against loss, (8) all obligations secured by

any Lien on property owned by such Person even if the obligations secured by such Lien on such property have not been assumed, and (9) all obligations under any agreement providing for a swap, ceiling rates, ceiling and floor rates, contingent participation or other hedging mechanisms with respect to interest payable on any of the items described above in this definition.

"Default" means any of the events specified in "Events of Default" (Section 7.01), whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Default Rate" means an annual rate of interest equal to the lesser of (1) twelve percent (12.00%), or (2) the maximum interest allowed under applicable Law.

"Dollars" and the sign "\$" mean lawful money of the United States of America.

"Event of Default" means any of the events specified in "Events of Default" (Section 7.01), provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Extension Fee" has the meaning specified in "Extension of Term" (Section 2.06).

"Extension Notice" has the meaning specified in "Extension of Term" (Section 2.06).

"Extension of Term" has the meaning specified in "Extension of Term" (Section 2.06).

"Good Faith Contest" means the contest of an item if (1) the item is diligently contested in good faith by appropriate proceedings timely instituted, (2)

adequate reserves are established with respect to the contested item, (3) during the period of such contest, the enforcement of any contested item is effectively stayed, and (4) the failure to pay or comply with the contested item has not and could not result in a Material Adverse Change.

"Governmental Approvals" means any authorization, consent, or approval of, or any license, permit, or certification issued by, or any exemption of, registration or filing with or report or notice to, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Irrevocable Letter of Instruction" means the letter given by Borrower to his attorneys, Podhurst Orseck, P.A., representing Borrower in the Case.

"Late Fee" has the meaning specified in "Late Fee" (Section 2.05).

"Law" means any treaty, federal, state or local statute, law, rule, regulation, ordinance, order, code, policy or rule of common law, now or hereafter in effect, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise, including any judicial or administrative order, consent decree, judgment or agreement with a Governmental Authority.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable Law of any jurisdiction to evidence any of the foregoing).

"Line of Credit Loans" has the meaning specified in "Line of Credit" (Section 2.01).

"Line of Credit Note" means this Line of Credit Note.

"Line of Credit Termination Date" means the earlier of the date that the Borrower has the right to receive any Case proceeds or September __, 2017, unless extended in accordance with the terms of "Extension of Term", and if so extended, March __, 2018.

"Loan Document" means each document executed in connection with the providing of the Line of Credit Loans, whether executed by Borrower, or any other Person, including, but not limited to, this Line of Credit Note, the Security Document, the Irrevocable Letter of Instruction, the Spousal Consent, or any or all of the foregoing, all as the context may require.

"Material Adverse Change" means (1) a material adverse change in the status of the business, assets, liabilities, results of operations, condition (financial or otherwise), property (including case inventory) or prospects of Borrower, (2) the occurrence of any event or circumstance which does or could have a material adverse effect on the ability of Borrower to perform its duties and obligations under any Loan Document to which Borrower is a party, including a change, either actual or contemplated, in Borrower's Case attorneys, or (3) a material adverse effect on the validity or enforceability of any of the Loan Documents or the rights or remedies of Bank under any such Loan Document.

"Origination Fee" has the meaning specified in "Origination Fee" (Section 2.10).

"Person" means an individual, partnership (including limited liability partnerships), limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature and also includes the estate of a Person, and such Person's legal representatives and heirs.

"Prime Rate" means the prime rate as published in the New York City edition of the Wall Street Journal.

"Security Document" means each agreement pursuant to which Borrower or any other Person grants a security interest in their respective assets to secure Borrower's obligations to Bank or their respective obligations to Bank with respect to Borrower, or any or all of the foregoing, all as the context may require.

"Spousal Consent" means the document pursuant to which Borrower's wife, amongst other things, consents to the transaction(s) described therein.

Section 1.02. Rules of Construction. When used in this Line of Credit Note (1) "or" is not exclusive, (2) a reference to a Law includes any amendment or modification to such Law, (3) a reference to a Person includes its permitted successors and permitted assigns, and (4) unless otherwise provided for in this Line of Credit Note, a reference to an agreement, instrument or document shall include such agreement, instrument or document as the same may be amended, modified or supplemented from time to time in accordance with its terms and as permitted by the Loan Documents.

Section 1.03. Accounting Principles and Terms. Except as otherwise provided in this Line of Credit Note, (1) all computations and determinations as to financial matters, and all financial statements to be delivered under this Line of Credit Note, shall be made or prepared in accordance with GAAP, and (2) all accounting terms used in this Line of Credit Note shall have the meaning ascribed to such terms by such principles.

II. LINE OF CREDIT

Section 2.01. Line of Credit. Subject to the terms and conditions of this Line of Credit Note, Bank may, in its sole discretion, agree to make loans ("Line of Credit Loans") to Borrower from time to time during the period from the date of this Line of Credit Note to but not including the Line of Credit Termination Date. Borrower may, subject to the sole discretion of Bank, borrow, prepay pursuant to "Optional Prepayments" (Section 2.08) and, subject to the sole discretion of Bank, reborrow under this Section. Borrower acknowledges and agrees that the making of each Line of Credit Loan is subject to Borrower's compliance with the terms of this Line of Credit Note, but that even if Borrower is in compliance with such terms, Bank is not required to make a Line of Credit Loan requested by Borrower. Borrower further acknowledges and agrees that Ninety Thousand and 00/100 (\$90,000.00) Dollars of the amount of this Line of Credit Note shall be unavailable for any Line of Credit Loans (the "Reserve"). Borrower further directs Bank, on the first day of each month, to auto-debit an amount equal to the amount of interest due on the outstanding and unpaid principal amount of the Line of Credit Loans from

the Reserve for use in payment of same (the "Auto-Debit"). Each such Auto-Debit shall be considered a Line of Credit Loan.

Section 2.02. Intentionally Omitted.

Section 2.03. Notice and Manner of Borrowing. Borrower shall give Bank written notice (facsimile or e-mail), signed by Borrower, of each requested Line of Credit Loan by 1:00 p.m. on the day of making such requested Line of Credit Loan. Each such notice must specify (1) the date of the requested Line of Credit Loan, (2) the amount of the requested Line of Credit Loan, and (3) the account into which the proceeds of such Line of Credit Loan are to be deposited. Not later than 5:00 p.m. (New York City time) on the date of each Line of Credit Loan and upon Bank's agreement to make such Line of Credit Loan, Bank will make such Line of Credit Loan available to Borrower in immediately available funds by crediting the amount of such Line of Credit Loan to the specified account of Borrower with Bank. All notices given under this Section shall be irrevocable.

Section 2.04. Interest. Borrower promises to pay interest on the outstanding and unpaid principal amount of the Line of Credit Loans at a rate per annum equal to nine percent (9.00%).

Interest shall be payable on the first Business Day of each month. Any amount of principal or interest which is not paid when due will, at the option of Bank, bear interest from the date when due until paid in full, payable ON DEMAND, at a rate per annum equal to the Default Rate. During the continuance of an Event of Default, at the option of Bank, the Line of Credit Loans will bear interest at the Default Rate. The interest rate under this Line of Credit Note will not exceed the maximum amount permitted under applicable Law.

The Interest Rate is calculated on the basis of a year of 360 days for the actual number of days elapsed. Borrower hereby authorizes Bank at its option, and without notice to Borrower, to make a Line of Credit Loan to Borrower to pay any and all interest accrued on the Line of Credit Loans, and all such Line of Credit Loans will be Line of Credit Loans under and subject to the terms of this Line of Credit Note.

Section 2.05. Late Fee. If any amount of principal or interest payable under this Line of Credit Note is not paid to Bank within ten (10) days after such amount is required to be paid, Borrower agrees

to pay to Bank, within five (5) days of when required, a late fee equal to six percent (6.0%) of such amount ("Late Fee"). The Late Fee is payable in addition to, and not in lieu of, any interest payable in connection with this Line of Credit Note.

Section 2.06. Extension of Term. Borrower may extend the Line of Credit Termination Date one time for an additional six (6) months, provided all of the following terms and conditions are satisfied: (1) at least thirty (30) days prior to the then scheduled Line of Credit Termination Date, Borrower delivers to Bank written notice ("Extension Notice") of Borrower's election to extend the Line of Credit Termination Date for an additional six (6) months, such Extension Notice to be delivered only by certified mail or by nationally recognized overnight courier service, to Bank's Office (via copy e-mail) in each case with return receipt or delivery confirmation requested and retained to evidence strict compliance with the terms and conditions of this Section, (2) Borrower pays to Bank all of Bank's reasonable expenses, if any, incurred in connection with the exercise by Borrower of his option to extend the Line of Credit Termination Date, (3) no Default or Event of Default has ever occurred, and (4) Borrower pays to Bank at least ten (10) days prior to the then scheduled Line of Credit Termination Date an extension fee equal to Five Thousand and 00/100 Dollars (\$5,000.00) ("Extension Fee").

If Borrower pays the Extension Fee but then fails to qualify for the extension because of a failure to satisfy any of the conditions for such extension, then Bank will retain the Extension Fee and apply the Extension Fee to the outstanding principal balance of the Line of Credit Loans at the time the Line of Credit Loans are repaid in full.

Section 2.07. Repayment of Line of Credit Loans. Borrower agrees to repay the entire principal amount of all outstanding Line of Credit Loans on the Line of Credit Termination Date.

Section 2.08. Optional Prepayments. Borrower may, upon at least one (1) Business Day prior written notice (effective upon receipt) to Bank, prepay the Line of Credit Loans in whole or in part with accrued interest to the date of such prepayment on the amount prepaid. Prepayments of the Line of Credit Loans in accordance with the terms of this Section shall be without the payment of a premium.

Section 2.09. Intentionally Omitted.

Section 2.10. Line of Credit Origination Fee. Borrower agrees to pay to Bank on the date of this Line of Credit Note an origination fee equal to Five Thousand and 00/100 Dollars (\$5,000.00) ("Origination Fee").

Section 2.11. Intentionally Omitted.

Section 2.12. Method of Payment. Borrower shall make each payment under this Line of Credit Note not later than 11:00 a.m. (New York City time) on the date when due in Dollars to Bank at Bank's Office. Borrower agrees that, in addition to, and without limiting, any right of setoff, banker's lien or counterclaim Bank may otherwise have, Borrower hereby authorizes Bank, and without notice to Borrower, to charge at any time any operating account maintained by Borrower with Bank to pay any and all principal on the Line of Credit Loans and any and all interest accrued on such Line of Credit Loans and any and all fees specified in this Line of Credit Note. All payments on this Line of Credit Note shall be made in lawful money of the United States of America in immediately available funds. Whenever any payment to be made under this Line of Credit Note is stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the payment of interest.

All payments made by Borrower under this Line of Credit Note shall be made free and clear of, and without reduction for, or on account of, any income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings hereafter imposed, levied, collected, withheld or assessed by any Government Authority (other than taxes on the overall net income or overall gross receipts of Bank). If any such amounts are required to be withheld from amounts payable to Bank, the amounts payable to Bank under the Loan Documents shall be increased to the extent necessary to yield to Bank, after payment of such amounts, interest or any such other amounts payable at the rates or in the amounts specified herein. If any such amounts are payable by Borrower, Borrower shall pay all such amounts by their due date and promptly send Bank a certified copy of an original official receipt showing payment thereof. If Borrower fails to pay such amounts when due or to deliver the required receipt to Bank, Borrower shall indemnify Bank for any incremental taxes, interest or penalties that may become payable by Bank as a result of any such failure.

All payments and other amounts due under this Line of Credit Note and each other Loan Document shall be made without any setoff, defense and irrespective of, and without deduction for, counterclaims.

Section 2.13. Books and Records. Absent an obvious error, the books and records of Bank will be conclusive as to the outstanding balance of each Line of Credit Loan and all interest on, and fees related to, such Line of Credit Loan.

Section 2.14. Application of Payments. All payments received by Bank shall be applied as follows: first, to the payment of accrued and unpaid interest, including default interest, as applicable, second, to the payment of all fees and expenses, including Late Fees, due from Borrower to Bank, and third, to the payment of principal on the Line of Credit Loans.

Section 2.15. Use of Proceeds. Borrower will use the proceeds of the Line of Credit Loans to finance personal expenses. Borrower will not, directly or indirectly, use any part of the proceeds of the Line of Credit Loans for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock.

III. CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent. Bank will not entertain Borrower's request for a Line of Credit Loan unless the following conditions are satisfied and even if such conditions are satisfied, Bank is not required to make a requested Line of Credit Loan:

(1) Representations and Warranties, No Defaults or Events of Default. The following statements shall be true:

(a) The representations and warranties contained in each of the Loan Documents are, if subject to a materiality limitation or qualification, correct, and if not subject to such a limitation or qualification, materially correct, on and as of the date of making such Line of Credit Loan as though made on and as of such date,

(b) No Default or Event of Default has occurred and is continuing, or would result from making such Line of Credit Loan, and

(2) Additional Documentation. Bank shall have received such other approvals, opinions or documents as Bank may reasonably request.

Each request for a Line of Credit Loan and acceptance by Borrower of the proceeds of such Line of Credit Loan constitutes a representation and warranty that the statements contained in subsection (1) of this Section are true and correct both on the date of such request and, unless Borrower otherwise notifies Bank prior to the receipt of the proceeds of such Line of Credit Loan, as of the date of making such Line of Credit Loan.

IV. REPRESENTATIONS AND WARRANTIES

Representations and Warranties. Borrower represents and warrants to Bank that:

Section 4.01. No Contravention. The execution, delivery and performance by Borrower of the Loan Documents to which he is a party do not and will not (a) violate any provision of any Law applicable to Borrower, (b) result in a breach of or constitute a default under any indenture or loan or credit agreement, lease, or instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected, or (c) result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned or hereafter acquired by Borrower.

Section 4.02. Governmental Authority. No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by Borrower of any Loan Document to which Borrower is a party.

Section 4.03. Legally Enforceable Loan Documents. Each of the Loan Documents is the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that such enforcement may be limited by (1) applicable bankruptcy, insolvency, and other similar Laws affecting creditors' rights generally, or (2) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

Section 4.04. Information. No information, exhibit, or report furnished by Borrower (whether directly or through an agent) to Bank in connection

with the providing of any Line of Credit Loan contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading. Borrower has disclosed to Bank in writing any and all facts that has resulted in, or could result in, a Material Adverse Change.

Section 4.05. Financial Condition. All personal financial statements delivered to Bank by Borrower are true and correct, and accurately reflect the financial condition of Borrower as of the date of such statements. There has been no Material Adverse Change since the date of any such statement.

Section 4.06. Tax Returns. Other than as disclosed to Bank, Borrower has filed all tax returns (federal, state and local) required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. No additional tax liability has been asserted against Borrower or any assessment received by Borrower which remains open and unpaid.

Section 4.07. Compliance With Law. Borrower is in compliance in all material respects with all applicable Laws, including paying before the same become due all taxes, assessments and governmental charges imposed upon it or upon its property, unless such tax, assessment or governmental charge is the subject of a Good Faith Contest.

Section 4.08. No Default. No Default or Event of Default has occurred and is continuing.

Section 4.09. No Defaults on Outstanding Judgments or Orders. Borrower has satisfied all judgments against Borrower and Borrower is not in default in any material respect with respect to any judgment, writ, injunction, decree, rule, or regulation of any Governmental Authority or arbitrator.

Section 4.10. Affixing of Signatures. Borrower shall cooperate with Bank in any manner regarding the execution of any of the Loan Documents.

Section 4.11. Further Representations. Borrower has a legal and valid interest and claim in the Case against the parties named as defendants in the Case.

V. REPORTING REQUIREMENTS

Section 5.01. Reporting Requirements. Borrower agrees that Borrower will furnish to Bank:

(1) Personal Financial Statements. At the time of the delivery of the tax returns as specified below, and upon request, on Bank's then current form, the annual personal financial statement of Borrower.

(2) Tax Returns. Within thirty (30) days after filing, an executed copies of the annual federal and state tax returns of Borrower, together with all schedules, exhibits and attachments thereto.

(3) Failure to Comply. If Borrower is not in compliance with this Section 5.01 at any time from sixty (60) days prior to the Line of Credit Termination Date, then Borrower cannot request Line of Credit Loans under this Line of Credit Note.

Section 5.02. General Reporting Requirements. Borrower agrees that Borrower will furnish to Bank:

(1) Material Adverse Change. As soon as possible after the occurrence of any Material Adverse Change, written notice of such Material Adverse Change.

(2) Default and Event of Default. As soon as possible after the occurrence of any Default or Event of Default notice, and the nature, of such Default or Event of Default, and the action which is proposed to be taken with respect to such Default or Event of Default.

(3) General Information. Promptly after request, such other information respecting the status of the business, assets, liabilities, results of operations, condition (financial or otherwise), of Borrower, as Bank may reasonably request from time to time.

VI. AFFIRMATIVE COVENANTS

Affirmative Covenants. Borrower agrees that at all times:

Section 6.01. Compliance with Laws. Borrower will comply in all respects with all applicable Laws and Governmental Approvals, such compliance to include, paying before the same become delinquent all taxes, assessments and

governmental charges imposed upon it or upon its property.

Section 6.02. Taxes. Borrower will pay and discharge all taxes, assessments and governmental charges upon it, its income and its property as required by Law prior to the date on which the penalties attach thereto, except such items as are the subject of a Good Faith Contest.

VII. EVENTS OF DEFAULT

Section 7.01. Events of Default. Any of the following events shall be an "Event of Default":

(1) Payment Default. Borrower fails to pay the principal or interest on this Line of Credit Note when due and payable, or Borrower fails to pay any amount due under any Loan Document to which it is a party within ten (10) calendar days after such payment is due,

(2) Breach of Representation. Any representation or warranty made by Borrower in any Loan Document to which it is a party or which is contained in any certificate, document, opinion, or financial or other statement furnished at any time under or in connection with any Loan Document shall prove to have been (a) in the case of such representation or warranty which is not subject to a Material Adverse Change exception, incorrect in any material respect on or as of the date made, or (b) in the case of such representation or warranty which is subject to a Material Adverse Change exception, incorrect on or as of the date made,

(3) Breach of Covenant (No Cure). Borrower fails to deliver the information required to be delivered pursuant to "Reporting Requirements" (Article V),

(4) Breach of Covenant (Cure). Borrower fails to perform or observe any term, covenant or agreement otherwise contained in this Line of Credit Note or any Loan Document (other than obligations specifically covered by other Events of Default) to which it is a party on its part to be performed or observed and such failure shall remain unremedied for 30 consecutive calendar days after such occurrence,

(5) Cross Default. Borrower fails to pay all or a portion of its Debt in excess of \$10,000 as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand,

or otherwise), or Borrower fails to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any such Debt when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration after the giving of notice or passage of time, or both, of the maturity of such Debt, whether or not such failure to perform or observe shall be waived by the holder of such Debt, or any such Debt shall be declared to be due and payable, or be required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity of such Debt,

(6) Bankruptcy. Borrower (a) shall generally not, or be unable to, or shall admit in writing its inability to, pay its debts as such debts become due, or (b) shall not make an assignment for the benefit of creditors, petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets, or (c) shall not commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation Law or statute of any jurisdiction, whether now or hereafter in effect, or (d) shall not have had any such petition or application filed or any such proceeding shall have been commenced, against it, in which an adjudication or appointment is made or order for relief is entered, or which petition, application or proceeding remains undismissed or unstayed for a period of 60 days or more, or shall be the subject of any proceeding under which its assets may be subject to seizure, forfeiture or divestiture, or (e) by any act or omission shall not indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its property, or Borrower shall not suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of 30 days or more,

(7) Judgments. One or more judgments, decrees or orders for the payment of money in excess of \$10,000 shall be rendered against Borrower, and either (a) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (b) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect,

(8) Loan Documents. Any Loan Document shall at any time after its execution and delivery and for any reason, cease to be in full force and effect or

shall be declared to be null and void, or the validity or enforceability of such Loan Document shall be contested by Borrower that is a party to such Loan Document, or Borrower fails to perform any of its obligations under such Loan Document (subject to any applicable grace or cure period) or Borrower shall deny that it has any or further liability or obligation under any such Loan Document,

(9) Security Documents. Any Security Document shall at any time and for any reason cease (a) to create a valid Lien in and to the property purported to be subject to such Security Document, or (b) if the Lien on the property purported to be subject to such Security Document ceases for any reason to be a perfected first priority Lien in any or all of such property,

(10) Death If Borrower dies, unless an executor or administrator of the Borrower's estate affirms the Debt and Bank's rights to the Collateral under any Security Document within 60 days of Borrower's death,

(11) Material Adverse Change. The occurrence of a Material Adverse Change,

(12) Minimum of Settlement Amount. If at any time and for any reason, the expected distributions to be made to Borrower with respect to the Case total less than One Million and 00/100 (\$1,000,000.00) Dollars.

Section 7.02. Remedies. If any Event of Default occurs and is continuing, Bank may, by notice to Borrower, (1) advise Borrower that Bank will no longer accept requests for Line of Credit Loans, (2) declare this Line of Credit Note, all interest on this Line of Credit Note, and all other amounts payable under this Line of Credit Note, and any other Loan Documents to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower, (3) exercise any remedies provided in any of the Loan Documents and/or (4) exercise any rights and remedies provided by Law or otherwise, provided, however, that upon the occurrence of an Event of Default specified under Section 7.01(6) above, the outstanding Line of Credit Loans and any other amounts payable under all the Loan Documents, and all interest on any of the foregoing, shall be forthwith due and payable without presentment, demand, protest or further notice of any

kind, all of which are hereby expressly waived by Borrower.

No failure on the part of Bank to exercise, and no delay in exercising, any right under any Loan Document shall operate as a waiver of such right or preclude any other or further exercise of such right or the exercises of any other right. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by Law.

VIII. MISCELLANEOUS

Section 8.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of any Loan Document, nor consent to any departure by Borrower from any Loan Document, shall in any event be effective unless the same shall be in writing and signed by Bank; and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.02. Usury. Anything herein to the contrary notwithstanding, the obligations of Borrower under this Line of Credit Note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of such payment would be contrary to provisions of Law applicable to Bank limiting rates of interest which may be charged or collected by Bank.

Section 8.03. Costs and Expenses. Borrower agrees to pay on demand all costs and expenses in connection with the preparation, execution, delivery, filing, recording, and administration of any of the Loan Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for Bank, capped at Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars, and with respect to advising Bank as to its rights and responsibilities under any of the Loan Documents, and all costs and expenses, if any, in connection with the enforcement of any of the Loan Documents. In addition, Borrower agrees to pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of any of the Loan Documents and the other documents to be delivered under any such Loan Documents, and agrees to save Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. All such costs and expenses not paid within ten (10) days after

requested by Bank will accrue interest at a rate per annum equal to the Default Rate.

Section 8.04. Indemnification. Borrower agrees to indemnify Bank and its directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses incurred by any of them arising out of or by reason of any investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to any actual or proposed use by Borrower of the proceeds of the Line of Credit Loans, including without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings, but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified.

The obligations of Borrower under this Section shall survive the repayment of the Line of Credit Loans and all amounts due under or in connection with any of the Loan Documents.

Section 8.05. Assignment, Participation. This Line of Credit Note shall be binding upon, the Borrower and the Borrower's legal representatives, legal heirs and assigns and shall inure to the benefit of the Bank, its successors and assigns. Borrower may not assign or transfer its rights or obligations under any of the Loan Documents. Bank may assign or otherwise transfer all or a portion of its rights and obligations under this Line of Credit Note and the other Loan Documents to any other Person and such other Person shall thereupon become vested with all of the rights and obligations of Bank under this Line of Credit Note and the other Loan Documents. In the case of an assignment by Bank, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment), the same rights, benefits and obligations as it would have if it were Bank.

Bank may sell participations in all or any part of the Line of Credit Loans to one or more banks or other Persons. Each such participant shall have no rights under the Loan Documents and all amounts payable by Borrower shall be determined as if Bank had not sold such participation. Bank may furnish any information concerning Borrower in the possession of Bank from time to time to assignees and participants (including prospective assignees and participants).

Bank has the right to pledge this Line of Credit Note to a Federal Reserve Bank or other similar institution.

Section 8.06. Notices, Etc. All notices and other communications provided for under this Line of Credit Note shall be in writing and, mailed or delivered by messenger or overnight delivery service, addressed, in the case of Borrower to the address specified below its signature, and in the case of Bank to the address specified below; or as to any such party at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

Esquire Bank
Lending Department
320 Old Country Road
Garden City, New York 11530
Attention: Chief Lending Officer

With a copy to:

Cullen and Dykman LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Attention: Marna E. Bernstein, Esq.

All such notices and other communications shall be effective, in the case of delivery by messenger or overnight delivery service, one (1) day after being delivered to the messenger or overnight delivery service, and in the case of delivery by mail, three (3) days after being deposited in the mail.

Section 8.07. Right of Setoff. Upon the occurrence and during the continuance of any Event of Default, Bank is hereby authorized at any time and from time to time, without notice to Borrower (any such notice being expressly waived by Borrower), to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Bank to or for the credit or the account of Borrower against any and all of the obligations of Borrower now or hereafter existing under any of the Loan Documents, irrespective of whether or not Bank shall have made any demand under such Loan Document and although such obligations may be unmaturing. Bank agrees promptly to notify the Borrower, after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of Bank under this Section are in addition to other rights and remedies (including, without

limitation, other rights of setoff) which Bank may have. Notwithstanding the foregoing, Bank shall have no right to setoff against any account of Borrower in which funds are held by the Borrower in a fiduciary capacity.

Section 8.08. Submission to Jurisdiction. Borrower hereby irrevocably submits to the jurisdiction of any federal or state court sitting in the County of Nassau in the State of New York over any action or proceeding arising out of or relating to this Line of Credit Note or any of the other Loan Documents and agrees with Bank that personal jurisdiction over Borrower rests with such courts for purposes of any action on or related to this Line of Credit Note or any of the other Loan Documents. Borrower hereby waives personal service by manual delivery and agrees that service of process may be made by prepaid certified mail directed to Borrower at the address of Borrower for notices under this Line of Credit Note or at such other address as may be designated in writing by Borrower to Bank, and that upon mailing of such process such service will be effective as if Borrower was personally served. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by Law. Borrower further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. Borrower agrees that any action on or proceeding brought against Bank shall only be brought in such courts.

Nothing in this Section shall affect the right of Bank to serve legal process in any other manner permitted by Law or affect the right of Bank to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

To the extent that Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Borrower hereby irrevocably waives such immunity in respect of its obligations under all of the Loan Documents.

Section 8.09. Governing Law. This Line of Credit Note shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to its conflict of law principles.

Section 8.10. Headings. The headings in this Line of Credit Note are for reference only, and shall not affect the interpretation or construction of this Line of Credit Note.

Section 8.11. Severability of Provisions. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 8.12. Integration. The Loan Documents set forth the entire agreement among the parties hereto relating to the transactions contemplated thereby and supersede any prior oral or written statements or agreements with respect to such transactions.

Section 8.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. Lender may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may affect the execution and delivery of this Agreement by signing the same and sending a copy thereof to Lender or its attorney by facsimile or other electronic transmission. Such facsimile document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending an executed copy by facsimile transmission in the foregoing manner shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the legality or enforceability of the facsimile document.

Section 8.14. USA PATRIOT Act. Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the Act.

Section 8.15. WAIVER OF JURY DUTY.
BORROWER EXPRESSLY WAIVES ANY AND
EVERY RIGHT TO A TRIAL BY JURY IN ANY
ACTION ON OR RELATED TO THIS LINE OF
CREDIT NOTE, OR ANY COURSE OF
CONDUCT, COURSE OF DEALING,

STATEMENTS (WHETHER VERBAL OR
WRITTEN) OR ACTIONS OF ANY PARTY WITH
RESPECT HERETO. THIS PROVISION IS A
MATERIAL INDUCEMENT TO BANK TO
ACCEPT THIS LINE OF CREDIT NOTE.

[REMAINDER OF PAGE INENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Line of Credit Note as of the date of this Line of Credit Note.

Address for Notices:

With courtesy copy to:

Robert Penza
Polsinelli PC
222 Delaware Avenue, Suite 1101
Wilmington, Delaware 19801

STATE OF ALABAMA)

COUNTY OF Jefferson)

I Derrick Forbes, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 4th day of September, 2015.

Derrick Forbes
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 8, 2019



COLLATERAL ASSIGNMENT OF INTEREST IN LAWSUIT

Collateral Assignment of Interest in Lawsuit dated as of September __, 2015 ("Assignment Agreement") made by ("Borrower") to Esquire Bank, National Association ("Bank").

In consideration of Bank providing credit to Borrower, Borrower hereby agrees as follows:

Section 1. Definitions. As used in this Assignment Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"Assignment Agreement" means this Assignment of Interest in Lawsuit Agreement.

"Borrower" means an individual with an address at

"Case" means the matter entitled "In Re National Football League Concussion Litigation", filed under Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania.

"Collateral" has the meaning specified in "Grant of Security Interest" (Section 3) of that certain Security Agreement between Borrower and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

"Loan Documents" means each document executed in connection with the providing of the Line of Credit Loans, whether executed by Borrower, or any other Person, including the Line of Credit Note, the Security Agreement, the Irrevocable Letter of Instruction, the Spousal Consent, this Assignment Agreement, and any other document executed in connection with the Line of Credit Loan, or any or all of the foregoing, all as the context may require.

"Secured Obligations" means any and all present and future liabilities and obligations of Borrower to Bank, whether incurred by Borrower as principal or guarantor or otherwise, arising under the Line of Credit Note or any of the Loan Documents, or arising in any other manner, and whether due or to become due, secured or unsecured, absolute or contingent, joint or several, direct or indirect, acquired outright, conditionally or as collateral security by Bank from another, liquidated or unliquidated, arising by operation of law or

otherwise, together with all fees and expenses incurred in collecting any or all of the items specified in this definition or enforcing any rights under any of the documents executed in connection with any such liabilities and obligations, including all fees and expenses of Bank's counsel and of any experts and agents which may be paid or incurred by Bank in collecting any such items or enforcing any such rights.

Section 2. Rules of Interpretation. When used in this Assignment Agreement: (1) "or" is not exclusive, (2) a reference to a law includes any amendment or modification to such law, and (3) a reference to an agreement, instrument or document includes any amendment or modification of such agreement, instrument or document.

Section 3. Assignment of Interest in Collateral. As security for the Secured Obligations, Borrower hereby assigns, transfers and sets over to Bank all of Borrower's rights, title and interest in the Collateral.

Borrower agrees that, without detracting from the generality of the foregoing assignment of the Borrower's interest in the Collateral, the following specific rights are included in this assignment and pass by virtue of this Assignment Agreement: (1) the sole right to collect from any individual or entity the net proceeds of the Case, including the Case proceeds, (2) the sole right to obtain one or more loans or advances on the Collateral, at any time, from other persons, and to pledge or assign the Collateral as security for such loans or advances, (3) the sole right to collect and receive all distributions or additions to the Collateral now or hereafter made or apportioned to such Collateral, (4) the sole right to exercise any and all options conferred upon Borrower with respect to the Collateral; and (5) the sole right to exercise all nonforfeiture rights permitted by the terms of the Case and to receive all benefits and advantages derived from such Collateral.

Section 4. Security for Secured Obligations. The Borrower's interest in the Collateral secures the

prompt and complete payment when due of all Secured Obligations.

Section 5. Application of Payments. Borrower agrees that all payments received by Bank with respect to the Collateral shall be applied as follows: first, to the payment of accrued and unpaid interest, including default interest, as applicable, second, to the payment of all fees and expenses, including Late Fees, due from Borrower to Bank, and third, to the payment of principal on the Line of Credit Loans.

Section 6. Defendant(s) in the Case Authorized to Recognize Claim. Any and all parties named as Defendants in the Case are hereby authorized to recognize Bank's claims to rights under this Assignment Agreement without investigating the reason for any action taken by Bank, or the validity or the amount of the Secured Obligations or the existence of any default therein, or the giving of any notice under this Assignment Agreement or otherwise, or the application to be made by Bank of any amounts to be paid to Bank. The sole signature of Bank shall be sufficient for the exercise of any rights under the Borrower's interest in the Collateral assigned under this Assignment Agreement.

Section 7. Actions to Perfect Assignment. Borrower agrees that from time to time, it will promptly execute and deliver all instruments and documents, and take all actions, that may be necessary or desirable, or that Bank may request, for the assignment of the Borrower's interest in the Collateral or to enable Bank to exercise and enforce any and all of its rights, powers and remedies under this Assignment Agreement and/or any other Loan Document.

Section 8. Representations and Warranties. At the time of execution of this Assignment Agreement and each time Bank provides credit as noted above, Borrower represents and warrants to Bank as follows:

(1) Name of Borrower. The exact legal name of Borrower is the name specified in the preamble to this Assignment Agreement.

(2) Type of Legal Entity. Borrower is an individual.

(3) No Contravention. The execution, delivery and performance by Borrower of this Assignment Agreement does not and will not (a) violate any provision of any law, order, writ,

judgment, injunction, decree, determination, or award presently in effect applicable to Borrower, (b) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which Borrower is a party or by which Borrower's properties may be bound or affected, or (c) result in, or require, the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by Borrower other than Bank's lien on Borrower's interest in the Collateral.

(4) Governmental Authority. No authorization, approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by Borrower of this Assignment Agreement.

(5) Legally Enforceable Assignment Agreement. This Assignment Agreement is the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except to the extent that such enforcement may be limited by (a) applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally, or (b) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(6) No Restrictions. Borrower warrants and represents that Borrower's interest in the Collateral is not subject to a restriction that prohibits, restricts or limits the assignment of such interest in the Collateral pursuant to this Assignment Agreement, the perfection of the security interest granted by this Assignment Agreement (including the priority of such security interest) or any other Loan Document, or the exercise by Bank of its rights, remedies and powers under this Assignment Agreement, any other Loan Document or otherwise.

(7) Security Interest and Claims. This Assignment Agreement creates a valid assignment of Borrower's interest in the Collateral and such assignment secures the payment of all Secured Obligations. The assignment to Bank of the Borrower's interest in the Collateral is a first priority assignment and the Borrower's interest in the Collateral is not subject to any other assignments. There are no outstanding loans against the Borrower's interest in the Collateral and Borrower's interest in the Collateral is clear of any assignment, security interest, claim or other encumbrance, except for the assignment created by this Assignment Agreement or any other Loan Document.

Section 9. Covenants. Borrower agrees:

(1) Reporting Requirements. Borrower will immediately notify Bank if (a) any claim, including any attachment, levy, execution or other legal process, is made against the Borrower's interest in the Collateral, (b) any representation and warranty included in this Assignment Agreement would no longer be true if made on such date or (c) Borrower received all or any portion of the Collateral. Borrower will immediately deliver to Bank any notice received by Borrower with respect to the Borrower's interest in the Collateral.

(2) Restrictions on Collateral. Borrower will not enter into any agreement or undertaking that restricts or limits the right or ability of Borrower or Bank to sell, assign or transfer Borrower's interest in the Collateral other than this Assignment Agreement or any other Loan Document.

(3) Defense of Collateral. Borrower will defend the Collateral against all claims and demands of all parties, other than Bank.

(4) No Transfers, Assignment or Claims. Borrower shall not sell, assign (by operation of law or otherwise), transfer or otherwise dispose of the Borrower's interest in the Collateral. Borrower will not create, permit or suffer to exist, any assignment, security interest, claim or other encumbrance on the Collateral other than the assignment under this Assignment Agreement or pursuant to any other Loan Document. At the request of Bank, Borrower will discharge or cause to be discharged all security interests, claims and other encumbrances on the Collateral, except for the assignment under this Assignment Agreement or pursuant to any other claim, right or lien in favor of Bank. Borrower will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims against the Collateral.

(5) Compliance. Borrower will comply with all laws, rules, and regulations applicable to the Collateral.

(6) Maintenance. Borrower shall, at its own expense, take any and all actions required to maintain Borrower's interest in the Collateral in full force and effect.

Section 10. Rights and Remedies. If Borrower fails to perform any agreement contained in

this Assignment Agreement, Bank may itself perform, or cause performance of, such agreement.

Upon a failure to pay when due any or all of the Secured Obligations, Bank may exercise all rights, remedies and powers provided for in this Assignment Agreement, any other Loan Document, by law, in equity or otherwise available to it, including,

The exercise of any right, option, privilege or power given herein to Bank shall be at the option of Bank, but Bank may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by Borrower.

Bank shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Assignment Agreement. A waiver by Bank of any right or remedy under this Assignment Agreement on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Bank would have had on any future occasion nor shall Bank be liable for exercising or failing to exercise any such right or remedy.

Section 11. Appointment of Bank Attorney-in-Fact. Borrower hereby irrevocably appoints Bank attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Bank or otherwise (1) to take any and all action and exercise all rights and remedies granted to Bank under this Assignment Agreement, and (2) to execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Assignment Agreement.

Borrower hereby ratifies and approves all acts of Bank as its attorney in-fact pursuant to this Section, and Bank, as its attorney in-fact, will not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law, other than those which result from Bank's gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable so long as this Assignment Agreement remains in effect.

Section 12. Borrower Remains Liable. In all events, including the exercise by Bank of any of the rights under this Assignment Agreement, Borrower remains liable to perform all of its duties with respect to the Collateral to the same extent as if this Assignment Agreement had not been executed. Bank shall not have any obligation or liability under by

reason of this Assignment Agreement, nor shall Bank be obligated to perform any of the obligations or duties of Borrower under, or to take any action to collect or enforce any claim or rights under the Collateral.

The powers conferred on Bank under this Assignment Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon Bank to exercise any such powers. Except for the accounting for moneys actually received by Bank under this Assignment Agreement, Bank shall not have any duty as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to the Collateral.

Section 13. Waiver of Notices. Borrower hereby waives any and all notices including (1) notice of or proof of reliance by Bank upon this Assignment Agreement or acceptance of this Assignment Agreement, (2) notice of the incurrence of any Secured Obligations or the renewal, extension or accrual of any such Secured Obligations, (3) notice of any actions taken by Bank or any party obligated to pay a Secured Obligation or any other person under any agreement or document related to or executed in connection with a Secured Obligation, and (4) notices of nonpayment or nonperformance, protest, notices of protest and notices of dishonor.

Section 14. Waiver of Defenses. Borrower hereby waives any and all defenses to the performance by Borrower of its duties and obligations under this Assignment Agreement or any other Loan Document, including any defense based on any of the following: (1) any failure of Bank to disclose to Borrower any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any party obligated to make payment on any or all Secured Obligations, whether as principal or guarantor, now or hereafter known to Bank, (2) any defense to the payment of any or all the Secured Obligations, including lack of validity or enforceability of any of the Secured Obligations or any documents or agreements executed in connection with any or all of the Secured Obligations, (3) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of, or consent to any departure from, any documents or agreements executed in connection with any or all of the Secured Obligations, (4) any exchange or release of, or non-perfection of any security interest on or in any assets securing the payment of any or all of the Secured Obligations, (5)

any failure to execute any other guaranty for all or any part of the Secured Obligations, or any release or amendment or waiver of, or consent to any departure from, any other guaranty for any or all of the Secured Obligations, (6) any subordination of any or all of the Secured Obligations, (7) any act or omission of Bank in connection with the enforcement of, or the exercise of rights and remedies, including any election of, or the order of exercising any, remedies, with respect to (a) the Secured Obligations, (b) any guarantor of the Secured Obligations, or (c) any assets securing the payment of the Secured Obligations, (8) any manner of application of any funds received by Bank to Secured Obligations or any other obligations owed to Bank, whether from the sale or disposition of any assets securing the Secured Obligations, from a guarantor of the Secured Obligations or otherwise, and (9) any failure to give or provide any notices, demands or protests, including those specified under "Waiver of Notices" (Section 13).

Section 15. Indemnity and Expenses. Borrower agrees to indemnify Bank and each of its directors, officers, employees, agents and affiliates from and against any and all claims, losses and liabilities growing out of or resulting from this Assignment Agreement or the transactions contemplated by this Assignment Agreement, including enforcement of this Assignment Agreement, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the person to be indemnified.

Borrower will upon demand pay to Bank the amount of any and all expenses, including the reasonable fees and out of pocket disbursements of its counsel and of any experts and agents, which Bank may incur in connection with (1) any amendment to this Assignment Agreement, (2) the administration of this Assignment Agreement, (3) filing or recording fees incurred with respect to or in connection with this Assignment Agreement, (4) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (5) the exercise or enforcement of any of the rights of Bank under this Assignment Agreement, or (6) the failure by Borrower to perform or observe any of the provisions of this Assignment Agreement.

Section 16. Amendments. No amendment or waiver of any provision of this Assignment Agreement, nor consent to any departure by Borrower from this Assignment Agreement, shall in any event be effective unless the same shall be in writing and signed by Bank and Borrower, and then

such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 17. Addresses for Notices. All notices and other communications provided for under this Assignment Agreement shall be in writing and, mailed or delivered by messenger or overnight delivery service, addressed, in the case of Borrower to the address of Borrower specified below its signature, and in the case of Bank to the address specified below; or as to any such party at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

Esquire Bank
Lending Department
320 Old Country Road, Suite 101
Garden City, New York 11530
Attention: Chief Lending Officer

With a copy to:

Cullen and Dykman LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Attention: Marna E. Bernstein, Esq.

All such notices and other communications shall be effective, in the case of delivery by messenger or overnight delivery service, one (1) day after being delivered to the messenger or overnight delivery service, and in the case of delivery by mail, three (3) days after being deposited in the mail.

Section 18. Continuing Assignment. Transfer of Secured Obligations. Notwithstanding the fact that there may be no Secured Obligations outstanding from time to time, this Assignment Agreement shall create a continuing assignment of the Borrower's interest in the Collateral. This Assignment Agreement shall be binding upon Borrower, Borrower's legal representatives, the estate of Borrower and Borrower's heirs and assigns and inure to Bank and its successors, transferees and assigns. Borrower may not transfer or assign its obligations under this Assignment Agreement. Bank may assign or otherwise transfer all or a portion of its rights or obligations with respect to the Secured Obligations to any other party, and such other party shall then become vested with all the benefits in respect of such transferred Secured Obligations and the assignment granted to Bank pursuant to this Assignment Agreement or otherwise. Borrower agrees that Bank can provide information regarding

Borrower to any prospective or actual successor, transferee or assign.

Section 19. Submission to Jurisdiction. Borrower hereby irrevocably submits to the jurisdiction of any federal or state court sitting in the County of Nassau in the State of New York over any action or proceeding arising out of or related to this Assignment Agreement, and agrees with Bank that personal jurisdiction over Borrower rests with such courts for purposes of any action on or related to this Assignment Agreement. Borrower hereby waives personal service by manual delivery and agrees that service of process may be made by prepaid certified mail directed to Borrower at the address of Borrower for notices under this Assignment Agreement, or at such other address as may be designated in writing by Borrower to Bank, and that upon mailing of such process such service will be effective as if Borrower was personally served. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Borrower further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. Borrower agrees that any action on or proceeding brought against Bank shall only be brought in such courts.

Section 20. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, except to the extent that the validity or perfection of the security interest under this Assignment Agreement, or remedies under this Assignment Agreement, with respect to the Collateral are governed by the laws of a jurisdiction other than the State of New York.

Section 21. Miscellaneous. This Assignment Agreement is in addition to and not in limitation of any other rights and remedies Bank may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Borrower or by law or otherwise. If any provision of this Assignment Agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions of this Assignment Agreement. The headings in this Assignment Agreement are for convenience of reference only, and shall not affect the interpretation or construction of this Assignment Agreement.

Section 22. WAIVER OF JURY TRIAL.
BORROWER EXPRESSLY WAIVES ANY AND
EVERY RIGHT TO A TRIAL BY JURY IN ANY

ACTION ON OR RELATED TO THIS
ASSIGNMENT AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Assignment Agreement as of the date of this Assignment Agreement.

With courtesy copy to:

Robert Penza
Polsinelli PC
222 Delaware Avenue, Suite 1101
Wilmington, Delaware 19801

STATE OF ALABAMA)

COUNTY OF Jefferson)

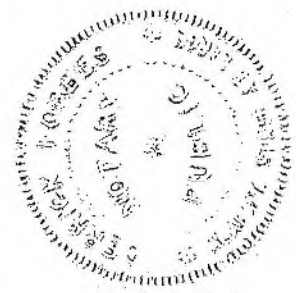
I, Derrick Forbes, a Notary Public in and for said County in said State, hereby certify
t whose name is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents of said instrument,
executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 4th day of September, 2015

Derrick Forbes
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 8, 2019



IRREVOCABLE LETTER OF INSTRUCTION

To:

September 4th, 2015

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of
Pennsylvania (the "Case")

Sirs:

You are hereby notified that on September 4th, 2015, I transferred all of my right, title and interest in and to all funds I am entitled to receive under, in connection with or as a result of the Case (the "Assigned Proceeds") to Esquire Bank, National Association ("Assignee"). You are hereby instructed to disburse all of the Assigned Proceeds to Podhurst Orseck, P.A. ("Case Attorneys"), my attorneys of record for the Case by certified funds or by wire.

Case Attorneys' address:

Podhurst Orseck, P.A.
25 West Flagler Street, Suite 800
Miami, Florida 33130

Case Attorneys' wiring instructions:

Assignee's address:

Esquire Bank, National Association
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Reference: Note # 1

FULL FORCE AND EFFECT AFFIDAVIT

RE: Line of Credit Loan Amount: \$500,000.00
Borrower:

State of Alabama)
) s.s.:
County of Jefferson)

The undersigned, being duly sworn, deposes and says:

1. , as principal, who resides at ,
did in writing on September 9, 2014, appoint me his true and lawful attorney, and that annexed hereto and made a part hereof is a copy of said power of attorney.

2. As attorney-in-fact of said principal and under and by virtue of the said power of attorney, I have this day executed the some of the Loan Documents (as defined in that certain Line of Credit Note dated September 4th, 2015 between Bank and Borrower).

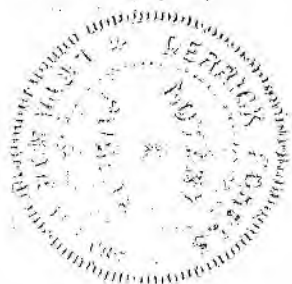
3. As of the date of this document, I have no knowledge or notice (and have previously had no knowledge or notice) of revocation or termination of the aforesaid power of attorney by death of said principal or otherwise, or notice of any facts indicating same.

3. I represent that the said principal is now alive; has not, at any time amended, revoked or repudiated the said power of attorney; and the said power of attorney is still in full force and effect.

4. I make these certifications, representations and acknowledgments to Esquire Bank, National Association (the "Bank") in order to induce the Bank to (a) accept delivery of the Loan Documents as executed by me as attorney-in-fact and (b) enter into the captioned loan transaction with the Borrower, and with the full knowledge that the Bank is relying and will rely upon the truthfulness of this affidavit and I acknowledge receipt, payment, and Acceptance of good and valuable consideration therefor.

Sworn to before me this
4th day of September, 2015

Derrick Fisher
Notary Public



MY COMMISSION EXPIRES
MAY 5, 2019

IRREVOCABLE LETTER OF INSTRUCTION

To: Podhurst Orseck P.A.
25 West Flagler Street, Suite 800
Miami, FL 33130
(305) 358-2800

September 4th, 2015

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of
Pennsylvania

Sirs:

Reference is made to the Line of Credit Note dated as of September 4th, 2015 between Assignee and the undersigned (the "**Line of Credit Note**"), a copy of which is annexed hereto.

You are hereby notified that on September 4th, 2015, I transferred all of my right, title and interest in and to all funds I am entitled to receive under, in connection with or as a result of the above referenced litigation matter (the "**Assigned Proceeds**") to Esquire Bank, National Association ("**Assignee**") as security for my obligations under the Line of Credit Note. You are hereby instructed to issue a good check or wire to Assignee in the aggregate sum of (i) the unpaid amount of all Line of Credit Loans (as defined in the Line of Credit Note), (ii) interest accrued and unpaid thereon, and (iii) any other amounts, charges, costs, fees, expenses or amounts due Assignee under the Line of Credit Note, as calculated by Assignee (the "**Check**") and to deliver the Check to Assignee at Assignee's address set forth below. I further instruct you to issue the Check to Assignee prior to the distribution of any of the Assigned Proceeds to any other person or entity. You are further instructed that any distribution of any of the Assigned Proceeds to any person or entity other than Assignee prior to the issuance of the Check to Assignee shall result in you being held liable for damages and attorneys' fees and for any other loss suffered by Assignee.

Assignee's address:

Esquire Bank, National Association
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Reference: Note # _____

SECURITY AGREEMENT

Security Agreement dated September ____, 2015 ("Security Agreement") made by ("Borrower") to Esquire Bank, National Association ("Bank").

In consideration of Bank providing credit to Borrower, Borrower hereby agrees as follows:

Section 1. Definitions. As used in this Security Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"Applicable State" means Alabama.

"Bank" means Esquire Bank, National Association.

"Borrower" means _____ an individual with an address at _____,
2.

"Case" means the matter entitled "In Re National Football League Concussion Litigation", filed under Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania.

"Case Proceeds" means all funds and other remuneration Borrower is entitled to receive with respect to the Case, whether as payment or reimbursement or otherwise.

"Collateral" has the meaning specified in "Grant of Security Interest" (Section 3).

"Contracts" means each contract, agreement, instrument and indenture to which Borrower is a party or under which Borrower has any right, title or interest or to which Borrower or its property is subject.

"Loan Documents" means each document executed in connection with the providing of the Line of Credit Loans, whether executed by Borrower, or any other Person, including the Line of Credit Note, this Security Agreement, the Irrevocable Letter of Instruction, the Spousal Consent, and any other document executed in connection with the Line of Credit Loan, or any or all of the foregoing, all as the context may require.

"Secured Obligations" means any and all present and future liabilities and obligations of

Borrower to Bank, whether incurred by Borrower as principal or guarantor or otherwise, arising under the Line of Credit Note or any of the Loan Documents, or arising in any other manner, and whether due or to become due, secured or unsecured, absolute or contingent, joint or several, direct or indirect, acquired outright, conditionally or as collateral security by Bank from another, liquidated or unliquidated, arising by operation of law or otherwise, together with all fees and expenses incurred in collecting any or all of the items specified in this definition or enforcing any rights under any of the documents executed in connection with any such liabilities and obligations, including all fees and expenses of Bank's counsel and of any experts and agents which may be paid or incurred by Bank in collecting any such items or enforcing any such rights.

"Security Agreement" means this Security Agreement.

"UCC" means the Uniform Commercial Code of the State of New York, except to the extent that, pursuant to the express terms of this Security Agreement, the law of another jurisdiction is applicable to an issue governed by uniform commercial code law, in which case UCC means the Uniform Commercial Code of that jurisdiction.

All terms defined in the UCC that are used in this Security Agreement have the meaning specified in the UCC. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

Section 2. Rules of Interpretation. When used in this Security Agreement: (1) "or" is not exclusive, (2) a reference to a law includes any amendment or modification to such law, and (3) a reference to an agreement, instrument or document includes any amendment or modification of such agreement, instrument or document.

Section 3. Grant of Security Interest. Borrower hereby grants to Bank a continuing security interest in and lien on all right, title and interest of

Borrower in and to each of the following items in which Borrower has any right, title or interest, whether now owned or hereafter acquired, created or existing: (1) the Case; and (2) the Case Proceeds together with each and all of the following items in respect of, or in exchange for, any or all of the Case Proceeds: (a) Accounts (b) Chattel Paper (whether tangible or electronic), (c) Deposit Accounts (d) Documents (e) General Intangibles (including Payment Intangibles), (f) all Goods, (g) all Instruments (including promissory notes), (h) all Letter-of-Credit Rights, (i) all Letters of Credit, (j) all Money, (k) all Supporting Obligations, and (l) all Retainer Agreements; and (3) all proceeds or products of any and all of the foregoing ("Collateral").

Section 4. Security for Secured Obligations. The Collateral secures the prompt and complete payment when due of all Secured Obligations.

The terms of the Line of Credit Note are incorporated herein by reference.

Section 5. Filing of Financing Statement. Borrower hereby authorizes Bank, its counsel or its representative, at any time and from time to time, to file financing statements and amendments covering the Collateral in such jurisdictions, as Bank may deem necessary or desirable to perfect the security interests granted by Borrower under this Security Agreement. Such financing statements may describe the collateral covered by such financing statements as "all assets of Borrower", "all personal property of Borrower" or words of similar effect.

Section 6. Actions to Perfect Security Interest. Borrower agrees that from time to time, and in any event, upon request by Bank, Borrower will promptly execute and deliver all instruments and documents, and take all actions, that may be necessary or desirable, or that Bank may request, for the attachment, perfection and maintenance of the priority of, the security interest of Bank in any and all of the Collateral, or to enable Bank to exercise and enforce any and all of its rights, powers and remedies under this Security Agreement with respect to any and all of the Collateral.

Section 7. Continued Perfection of Security Interest. Unless Borrower has provided Bank with thirty (30) days prior written notice of its intention to do any of the following and prior to taking such proposed action Borrower has executed and delivered all such additional documents and performed all additional acts as Bank may require, in its sole

discretion, to continue or maintain the existence and priority of the security interest of Bank in the Collateral, Borrower shall not: (1) change his name, (2) transfer any of the Collateral to any other party, (3) if Borrower is an individual change the location of his or her principal residence, or (4) change the location where the books and records related to the Collateral are maintained.

Section 8. Representations and Warranties. At the time of execution of this Security Agreement and each time Bank provides credit as noted above, Borrower represents and warrants to Bank as follows:

(1) Name of Borrower. The exact legal name of Borrower is the name specified in the preamble to this Security Agreement. Except as otherwise previously disclosed to Bank in writing, Borrower has not been known by any other name during the five (5) years prior to the date of this Security Agreement.

(2) Location of Borrower. If Borrower is an individual then the principle residence of Borrower is located in the Applicable State.

(3) Location for Filing of Financing Statement. With respect to any item of Collateral in which a security interest can be perfected by the filing of a UCC financing statement, the filing of such a statement with the Secretary of State or Commonwealth, as applicable, of the Applicable State will perfect the security interest of Bank in such Collateral. In addition to the filing of a UCC financing statement with the Secretary of State or Commonwealth of the Applicable State, Bank may file a UCC financing statement with the Secretary of State or Commonwealth in any state Bank deems necessary or advisable.

(4) No Contravention. The execution, delivery and performance by Borrower of this Security Agreement does not and will not (a) violate any provision of any law, order, writ, judgment, injunction, decree, determination, or award presently in effect applicable to Borrower, (b) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which Borrower is a party or by which Borrower's properties may be bound or affected, or (c) result in, or require, the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by Borrower.

(5) Governmental Authority. No authorization, approval or other action by, and no

notice to or filing with, any governmental authority is required for the due execution, delivery and performance by Borrower of this Security Agreement.

(6) Legally Enforceable Security Agreement. This Security Agreement is the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except to the extent that such enforcement may be limited by (a) applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally, or (b) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

(7) No Restrictions on Collateral. None of the Collateral is subject to any restriction that prohibits, restricts or limits the grant of a security interest in such Collateral pursuant to this Security Agreement, the perfection of the security interest granted by this Security Agreement (including the priority of such security interest) or the exercise by Bank of its rights, remedies and powers under this Security Agreement or otherwise.

(8) Security Interest and Claims. This Security Agreement creates a valid security interest in the Collateral and such security interest secures the payment of all Secured Obligations. The security interest of Bank in the Collateral is a first priority security interest. Borrower owns the Collateral free and clear of any security interest, except for the security interest created by this Security Agreement.

(9) Acquisition in Ordinary Course of Business. All of the Collateral, including the Case, was acquired in the ordinary course of business.

(10) Compliance With Law. All of the Collateral, including the Case, was acquired in accordance with all applicable laws.

(11) Case. The Case is not subject to any splitting of proceeds or similar arrangement.

Section 9. Covenants. Borrower agrees:

(1) Reporting Requirements. Borrower will immediately notify Bank if (a) any claim, including any attachment, levy, execution or other legal process, is made against any or all of the Collateral, (b) any representation and warranty included in this Security Agreement would no longer be true if made on such date, (c) there is any material loss or damage to, or material decline in the value of, or material

change in the nature of, any of the Collateral, or (d) there is a redemption or exchange of any or all of the Collateral. Borrower will furnish to Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with such Collateral as Bank may request, all in reasonable detail.

(2) Records. Borrower will keep and maintain at its expense complete and accurate records related to the Collateral, including records of all payments made, all credits granted and all other documentation related to the Collateral.

(3) Inspection. Upon reasonable notice to Borrower and during normal business hours Borrower will allow Bank to inspect the Collateral.

(4) Restrictions on Collateral. Other than this Security Agreement, Borrower will not enter into any agreement or undertaking that restricts or limits the right or ability of Borrower or Bank to sell, assign or transfer any of the Collateral without Bank's written consent.

(5) Defense of Collateral. Borrower will defend the Collateral against all claims and demands of all parties, other than Bank.

(6) No Security Interest or Claims. Borrower will not create, permit or suffer to exist, any security interest or other claim on any of the Collateral other than the security interest under this Security Agreement. Borrower will discharge or cause to be discharged all security interests and claims on any or all of the Collateral, except for the security interest under this Security Agreement. Borrower will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against the Collateral. At its option and upon prior notice to Borrower, Bank may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on Collateral. Borrower agrees to reimburse Bank, on demand, for any such payment made by Bank. Any amounts so paid by Bank shall be added to the Secured Obligations.

(7) Transfer and Other Security Interests. Borrower shall not sell, assign (by operation of law or otherwise), transfer or otherwise dispose of any of the Collateral, other than the Assignment to Lender.

(8) Compliance with Law. Borrower will comply in all respects with all laws applicable to any

or all of the Collateral, except to the extent the failure to comply will not have a material adverse effect on the rights of Bank under this Security Agreement, the priority of the security interest of Bank in the Collateral or the value of the Collateral.

(9) Case. Borrower will not sell, assign, lease, mortgage, transfer or otherwise dispose of any interest in the Collateral, whether to a finance company or any other party, other than the security interest under this Security Agreement.

Borrower shall bear all risk of loss with respect to the Collateral. The injury to or loss of Collateral, either partial or total, shall not release Borrower from payment or other performance obligations under this Security Agreement.

(10) Protection of Bank's Interest. Borrower agrees to take all actions required by Bank to grant to Bank a security interest in the Collateral and Borrower will take all actions required by Bank to perfect such security interest.

(11) Retainer Agreements. Borrower will not materially modify, terminate, supplement or amend or restate any retainer agreement or enter into any other agreement relating to the Collateral, without the Bank's prior written consent.

Section 10. Rights and Remedies. If Borrower fails to perform any agreement contained in this Security Agreement, Bank may itself perform, or cause performance of, such agreement.

Upon the occurrence of an Event of Default, including the failure to pay when due any or all of the Secured Obligations, Bank may exercise in respect of any or all of the Collateral each of the following rights, remedies and powers and Borrower agrees that each of the following rights, remedies and powers is commercially reasonable:

(1) General Remedies. Bank may exercise in respect of any or all of the Collateral all rights, remedies and powers provided for in this Security Agreement, by law, in equity or otherwise available to Bank, including all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral).

(2) Right to Accelerate Obligations Owed to Borrower. To the extent that any obligation to make payment on any Collateral is not then due or a demand for payment has not been made and Borrower has the right, in accordance with the term

of such Collateral, to require or make a demand for payment on such Collateral, Bank has the right to require and to make a demand for payment on such Collateral.

(3) Accounts, Contracts, and Other Collateral. Bank has the right to notify other account debtors or obligors under any Accounts, Case Proceeds, Contracts, and any and all other Collateral and all other parties involved with each such item, including defendant's, defendant's counsel, and all insurance carriers, of the security interest of Bank in such Account, Case Proceeds, Contract or other Collateral and to direct such Clients, defendant's counsel, insurance carriers and account debtors or obligors or such other parties to make payment of all amounts due or to become due to Borrower thereunder directly to Bank or to an account designated by Bank and, upon such notification, to enforce collection of any such Accounts, Case Proceeds, Contracts, and other Collateral, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Borrower might have done. After receipt by Borrower of such notice from Bank, all amounts and proceeds (including wire transfers, checks and other instruments) received by Borrower in respect of any Accounts, Case Proceeds, Contracts, or other Collateral shall be received in trust for the benefit of Bank under this Security Agreement, shall be segregated from other funds of Borrower and shall be forthwith deposited to such account or paid over or delivered to Bank in the same form as so received (with any necessary endorsement or assignment) to be held as Collateral, or be applied as provided by this Section, as determined by Bank.

(4) Assembly of Collateral. Bank may require Borrower to, and Borrower hereby agrees that Borrower will at its expense and upon the request of Bank forthwith, assemble all or any part of the Collateral as directed by Bank and make it available to Bank at a place to be designated by Bank that is reasonably convenient to both Bank and Borrower.

(5) Sale or Other Disposition of Collateral. Bank may, without notice, except as specified below, sell, lease, license or otherwise dispose of and grant options to purchase, lease, license or otherwise acquire, any or all of the Collateral in one or more parcels at public or private sale or other disposition, for cash, on credit, for future delivery or otherwise and upon such other terms, including price, as Bank may deem commercially reasonable.

(6) Notice of Sale or Other Disposition of Collateral. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to Borrower of the time and place of any public or private sale is to be made shall constitute reasonable notification. Bank shall not be obligated to make any sale of any or all of the Collateral after any notice of sale has been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and to the place to which it was so adjourned. Collateral that is subject to rapid declines in value and is customarily sold in recognized markets may be disposed of by Bank in a recognized market for such collateral without providing notice of sale.

(7) Proceeds. If any of the Collateral is sold by Bank upon credit or for future delivery, Bank shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, Bank may resell such Collateral. In no event shall Borrower be credited with any part of the proceeds of sale of any Collateral until and to the extent cash payment in respect thereof has actually been received by Bank. To the extent any of the Secured Obligations are contingent, cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Bank, be held by Bank as collateral for such contingent Secured Obligations. Any cash held by Bank as Collateral and all cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Bank, be applied, first, to pay all costs and expenses incurred by Bank in connection with or incident to the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any and all of the Collateral, second, to pay all reasonable attorney's fees and legal expenses incurred by Bank in connection with or incident to the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any and all of the Collateral, third, to pay all matured and unpaid Secured Obligations, in whole or in part by Bank against, all or any part of the Secured Obligations in such order as Bank shall elect, fourth, if and to the extent any of the Secured Obligations are unmatured or contingent, to provide cash collateral for all such Secured Obligations, and fifth, in accordance with applicable law. If the proceeds of the sale of the Collateral are insufficient to pay all of the Secured Obligations, Borrower agrees to pay upon demand any deficiency to Bank.

Bank shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Security Agreement. A waiver by Bank of any right or remedy under this Security Agreement on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Bank would have had on any future occasion nor shall Bank be liable for exercising or failing to exercise any such right or remedy.

(8) Bank may take any action it deems appropriate in, with respect to, in connection with or related to the Case to collect Case Proceeds or to realize upon the Collateral.

Section 11. Appointment of Bank Attorney-in-Fact. Borrower hereby grants to the Bank his power-of-attorney and in furtherance thereof hereby irrevocably appoints the Bank attorney-in-fact for the Borrower, with full authority in the place and stead of Borrower and in the name of Borrower, Bank or otherwise (1) to take any and all action and exercise all rights and remedies granted to Bank under this Security Agreement, (2) to execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Security Agreement and (3) to take any action to collect on the Line of Credit Note or to take any other action with respect to enforcement of the Bank's rights under the Loan Documents. Neither Bank nor anyone acting on its behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact other than those that are the result of gross negligence or willful misconduct.

Borrower hereby ratifies and approves all acts of Bank as its attorney in-fact pursuant to this Section, and Bank, as its attorney in-fact, will not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law, other than those which result from Bank's gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable so long as this Security Agreement remains in effect.

Section 12. Borrower Remains Liable. In all events, including the exercise by Bank of any of the rights under this Security Agreement, Borrower remains liable to perform all of its duties and obligations under the contracts and agreements included in the Collateral to which Borrower is a party to the same extent as if this Security Agreement had not been executed. Bank shall not have any obligation or liability under any such contracts and agreements by reason of this Security Agreement, nor

shall Bank be obligated to perform any of the obligations or duties of Borrower under, or to take any action to collect or enforce any claim or rights under, any such contract or agreement.

The powers conferred on Bank under this Security Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon Bank to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by Bank under this Security Agreement, Bank shall not have any duty as to any such Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any such Collateral.

Section 13. Indemnity and Expenses. Borrower agrees to indemnify Bank and each of its directors, officers, employees, agents and affiliates from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement or the transactions contemplated by this Security Agreement, including enforcement of this Security Agreement, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the person to be indemnified.

Borrower will upon demand pay to Bank the amount of any and all expenses, including the reasonable fees and out of pocket disbursements of its counsel and of any experts and agents, which Bank may incur in connection with (1) any amendment to this Security Agreement, (2) the administration of this Security Agreement, including any fees and expenses incurred in connection with an inspection under "Inspection" (Section 9(3)), (3) filing or recording fees incurred with respect to or in connection with this Security Agreement, including all such fees incurred in connection with filing of UCC-1 and UCC-3 forms, (4) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (5) the exercise or enforcement of any of the rights of Bank under this Security Agreement, or (6) the failure by Borrower to perform or observe any of the provisions of this Security Agreement.

Section 14. Amendments. No amendment or waiver of any provision of this Security Agreement nor consent to any departure by Borrower from this Security Agreement shall in any event be effective unless the same shall be in writing and signed by Bank and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 15. Addresses for Notices. All notices and other communications provided for under this Security Agreement shall be in writing and, mailed or delivered by messenger or overnight delivery service, addressed, in the case of Borrower to the address specified below its signature, and in the case of Bank to the address specified below; or as to any such party at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

Esquire Bank
Lending Department
320 Old Country Road, Suite 101
Garden City, New York 11530
Attention: Chief Lending Officer

With a copy to:

Cullen and Dykman LLP
100 Quentin Roosevelt Boulevard
Garden City, New York 11530
Attention: Marna E. Bernstein, Esq.

All such notices and other communications shall be effective, in the case of delivery by messenger or overnight delivery service, one (1) day after being delivered to the messenger or overnight delivery service, and in the case of delivery by mail, three (3) days after being deposited in the mail.

Section 16. Continuing Security Interest. Transfer of Secured Obligations. Notwithstanding the fact that there may be no Secured Obligations outstanding from time to time, this Security Agreement shall create a continuing security interest in all of the Collateral. This Security Agreement shall be binding upon Borrower, Borrower's legal representatives, the estate of Borrower and Borrower's heirs and assigns and inure to Bank and its successors, transferees and assigns. Borrower may not transfer or assign its obligations under this Security Agreement. Bank may assign or otherwise transfer all or a portion of its rights or obligations with respect to the Secured Obligations to any other party, and such other party shall then become vested with all the benefits in respect of such transferred Secured Obligations and the security interest granted to Bank pursuant to this Security Agreement or otherwise. Bank can also sell participations in the Secured Obligations. Borrower agrees that Bank can provide information regarding Borrower to any prospective or actual participant, successor, transferee or assign.

Section 17. Submission to Jurisdiction.

Borrower hereby irrevocably submits to the jurisdiction of any federal or state court sitting in the County of Nassau in the State of New York over any action or proceeding arising out of or related to this Security Agreement and agrees with Bank that personal jurisdiction over Borrower rests with such courts for purposes of any action on or related to this Security Agreement. Borrower hereby waives personal service by manual delivery and agrees that service of process may be made by prepaid certified mail directed to Borrower at the address of Borrower for notices under this Security Agreement or at such other address as may be designated in writing by Borrower to Bank, and that upon mailing of such process such service will be effective as if Borrower was personally served. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Borrower further waives any objection to venue in any such action or proceeding on the basis of inconvenient forum. Borrower agrees that any action on or proceeding brought against Bank shall only be brought in such courts.

Nothing in this Section shall affect the right of Bank to serve legal process in any other manner permitted by law or affect the right of Bank to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

To the extent that Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Borrower hereby irrevocably waives such immunity in respect of its obligations under this Security Agreement.

Section 18. Setoff. Borrower agrees that, in addition to, and without limiting, any right of setoff, banker's lien or counterclaim Bank may otherwise have, Bank shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by Bank for the account of Borrower, at any of the offices of Bank, in Dollars or any other currency, against any amount payable by Borrower to Bank under this Security Agreement which is not paid when demanded (regardless of whether such balances are then due to Borrower), in which case Bank shall promptly notify Borrower;

provided that Bank's failure to give such notice shall not affect the validity of such offset.

Section 19. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law, except to the extent that the validity or perfection of any security interest under this Security Agreement, or remedies under this Security Agreement, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

Section 20. Miscellaneous. This Security Agreement is in addition to and not in limitation of any other rights and remedies Bank may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Borrower or by law or otherwise. If any provision of this Security Agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions of this Security Agreement. The headings in this Security Agreement are for convenience of reference only, and shall not affect the interpretation or construction of this Security Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. Bank may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may affect the execution and delivery of this Agreement by signing the same and sending a copy thereof to Bank or its attorney by facsimile or other electronic transmission. Such facsimile document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending an executed copy by facsimile transmission in the foregoing manner shall also send the original thereof to Bank within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the legality or enforceability of the facsimile document.

Section 21. WAIVER OF JURY TRIAL. BORROWER EXPRESSLY WAIVES ANY AND EVERY RIGHT TO A TRIAL BY JURY IN ANY ACTION ON OR RELATED TO THIS SECURITY AGREEMENT.

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Security Agreement as of the date of this Security Agreement.

With courtesy copy to:

Robert Penza
Polsinelli PC
222 Delaware Avenue, Suite 1101
Wilmington, Delaware 19801

STATE OF ALABAMA)

COUNTY OF Jefferson)

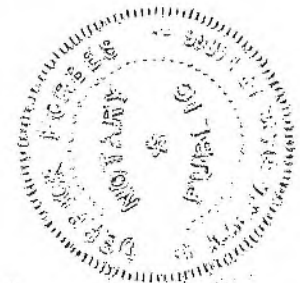
Derrick E. Eubank, a Notary Public in and for said County in said State, hereby certify the whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 4th day of September, 2015

Derrick E. Eubank
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 8, 2019



SPOUSAL CONSENT

THIS SPOUSAL CONSENT (this "**Consent**") is made by _____ the
spouse of _____ ("**Borrower**"), for the benefit of Esquire Bank, National
Association ("**Lender**").

WHEREAS, Lender is making a \$500,000.00 line of credit loan to Borrower (the "**Loan**") and in connection with the Loan, Borrower intends to execute that certain Line of Credit Note ("**Line of Credit Note**"), secured by, among other things, the Security Agreement ("**Security Agreement**"), granting a security interest to Lender in Borrower's interest in and lien on all right, title and interest of Borrower, whether now owned or hereafter acquired, created or existing, in and to that certain lawsuit captioned "In Re National Football League Concussion Litigation" filed under case number Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania (the "**Lawsuit**"), in which Borrower is a participant/claimant, (the Line of Credit Note, the Security Agreement, Irrevocable Instruction Letter and all other related documents executed or delivered by or on behalf of Borrower, collectively, the "**Loan Documents**"); and

WHEREAS, the undersigned has reviewed in detail and deemed satisfactory all of the terms and provisions of the Loan Documents and any other document or agreement related to the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, does hereby agree as follows:

1. The undersigned hereby acknowledges and consents to Borrower's execution and delivery of the Loan Documents, and to the consummation of the transaction(s) contemplated thereby, including, without limitation, the encumbrance of Borrower's interest in the Lawsuit.
2. The undersigned agrees to be subject to the terms and provisions of the Loan Documents and all related documents (as fully as if the undersigned executed and acknowledged each and every one) and hereby waives any and all right, title and interest of the undersigned in, to, or under the Borrower's interest in the Lawsuit, without limitation to any community property interests.
3. The undersigned has been given the opportunity to review the Loan Documents and this Consent with competent, independent attorneys, tax and financial advisors of the undersigned's own choosing.

4. The undersigned is executing this Consent of her own free will and volition and is not under any duress or influence in connection with the execution of this Consent.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 4th day of September, 2015.

STATE OF ALABAMA)

COUNTY OF Jefferson)

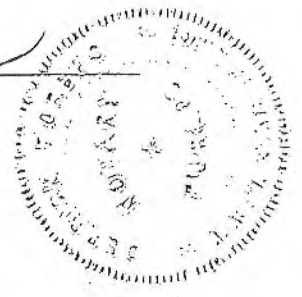
I, Derrick Forbes, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 4th day of September, 2015.

Derrick Forbes
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 5, 2019



ASSIGNMENT OF CASE PROCEEDS

KNOWN ALL MEN BY THESE PRESENTS: That for one dollar and zero cents (\$1.00), and other value received, the receipt and sufficiency of which are hereby acknowledged, _____ (“Assignor”) does hereby grant, bargain, sell, assign, transfer and convey unto Bessemer Trust Company of Delaware, N.A., as Trustee of The _____ Delaware Trust Agreement (“Assignee”) any and all of Assignor’s right, title, and interest in all funds and other remuneration that Assignor is entitled to receive with respect to the matter entitled “In Re National Football League Concussion Litigation” filed under Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania (the “Case Proceeds”) together with all proceeds or products of the Case Proceeds; provided, however, this assignment is subject to and subordinate to any and all claims of Esquire Bank, National Association in and to the Case Proceeds, including, but not limited to, any claims of Esquire Bank, National Association in and to Case Proceeds pursuant to the Collateral Assignment and the Security Agreement between the Assignor and Esquire Bank, National Association entered into during September, 2015.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 24th day of March, 2016.

IRREVOCABLE LETTER OF INSTRUCTION

To:

March 24, 2016

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in United States District Court in the Eastern District of
Pennsylvania (the "Case")

Sirs:

By letter dated September 4th, 2015, you were notified that on the same day I transferred all of my right, title and interest in and to all funds I am entitled to receive under, in connection with or as a result of the Case (the "Assigned Proceeds") to Esquire Bank, National Association ("First Assignee"). That transfer was to secure certain indebtedness of mine to the First Assignee.

You are hereby further notified that on March 24, 2016, I transferred any and all of the Assigned Proceeds remaining after the satisfaction in full of all indebtedness of mine to the First Assignee to Bessemer Trust Company of Delaware, N.A., as Trustee of The : Delaware Trust Agreement ("Second Assignee").

By letter dated September 4th, 2015, you were instructed to disburse all of the Assigned Proceeds to Podhurst Orseck, P.A. ("Case Attorneys"), my attorneys of record for the Case, by certified funds or by wire. The purpose of my instruction to you was to facilitate your distribution of the Assigned Proceeds and my transfer of the Case Proceeds to the First Assignee. In order to facilitate your distribution of the Assigned Proceeds, my transfer of the Case Proceeds first to the First Assignee, and my transfer of any balance of the Case Proceeds to the Second Assignee, I hereby ratify and confirm my September 4th, 2015 instruction to you to disburse all of the Assigned Proceeds to Podhurst Orseck, P.A. ("Case Attorneys"), my attorneys of record for the Case, by certified funds or by wire.

Case Attorneys' address:

Podhurst Orseck, P.A.
25 West Flagler Street, Suite 800
Miami, Florida 33130

Case Attorneys' wiring instructions:

First Assignee's address:

Esquire Bank, National Association
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Reference: Note # _____

Second Assignee's address:

Bessemer Trust Company of Delaware, N.A.
as Trustee of The _____ Delaware Trust
1007 N. Orange Street, Suite 1450
Wilmington, DE 19801
Attn: Mark E. Doyle
^

SECOND IRREVOCABLE LETTER OF INSTRUCTION

To: Podhurst Orseck P.A.
25 West Flagler Street, Suite 800
Miami, FL 33130
(305) 358-2800

March 22, 2016

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of
Pennsylvania

Sirs:

Please note, on September 4, 2015 I submitted to you my IRREVOCABLE LETTER OF INSTRUCTION, related to a certain Line of Credit Note of the same date, ("Line of Credit Note") between Esquire Bank, National Association ("Esquire Bank") and the undersigned. Pursuant to my instructions in my IRREVOCABLE LETTER OF INSTRUCTION I directed you to issue a good check or wire to Esquire Bank in the amount of the Debt (as defined in the Line of Credit Note), prior to distribution of any of the cash proceeds to which I am entitled resulting from the above referenced litigation matter. ("Litigation Proceeds").

Please be on further notice, on March 22, 2016, I executed an agreement with Bessemer Trust Company of Delaware, N.A. ("Bessemer") to create an irrevocable trust agreement. (the "Delaware Trust Agreement"). You are hereby instructed pursuant to this SECOND IRREVOCABLE LETTER OF INSTRUCTION to issue a good check or preferably a wire payment to Bessemer, as Trustee of the _____, of the remaining entire net Litigation Proceeds to which I or my estate is entitled and to deliver this distribution directly to Bessemer at the address set forth below.

Bessemer's address and wire instructions:

Bessemer Trust Company of Delaware, N.A.
1007 North Orange Street, Suite 1450
Wilmington, DE 19801
Attn: Mark E. Doyle

See attached Schedule 1 for wiring instructions to my trust account at Bessemer.

IN WITNESS WHEREOF, I have directed another to sign and execute in my name on my behalf on this SECOND IRREVOCABLE LETTER OF INSTRUCTION in two (2) counterparts.

DATED on March 22nd, 2016.

Witness AD, II

Witness [Signature]

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that _____, whose name is signed to the foregoing instrument by another on his behalf at his direction, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, the said instrument was executed for _____ by another on his behalf at his direction voluntarily, and with authority, and the aforesaid witnesses on the day the same bears date.

Given under my hand and official seal on this 22 day of March, 2016.

[Signature]

Notary Public

My Commission Expires: 5/1/19



WIRING INSTRUCTIONS FOR THE

DELAWARE TRUST

Bank Name: _____

Branch Address: _____

Routing Number: _____

Account Name: _____

Account Number: _____

Schedule 1



Wednesday, August 19, 2015

C/o: Roy K. Altman, Esq.
Podhurst Orseck, P.A.
25 West Flagler Street, Suite 800
Miami, FL 33130

Re: Personal Line Of Credit to

Dear Mr. Altman,

Pursuant to your request, we are pleased to propose draft terms regarding the financing for the above referenced applicant. Please be advised that these terms should be considered preliminary, and do not constitute a commitment to lend. Any credit which Bank provides under this loan proposal will be on the terms and conditions as Bank may require. All terms are subject to due diligence, underwriting, approval and legal review to the satisfaction of Esquire Bank and its counsel.

General Terms

Borrower:	an individual
Type of Credit:	Discretionary Revolving Line of Credit
Amount Available:	Up to \$500,000
Term:	24 month
Option:	6 month at Bank's discretion
Interest Rate:	Fixed at 9.00%
Payment of Interest:	Interest only, paid monthly in arrears based on Actual/360
Origination Fee:	1.00% (\$5000) due at time of closing
Annual Renewal Fee:	1.00% (\$5000) due at time of renewal
Prepayment Premium:	None
Annual Clean-up:	None
Collateral:	Pledge of security interest in Borrower's rights to all matters, including settlement proceeds, related to: In Re National Football League Concussion Litigation under No 2:12-MD 02323-AB, brought in the United States District Court in the Eastern District of Pennsylvania; perfected by a UCC-1 filing. In no event shall the Bank be allowed to recover, in liquidation or otherwise, more than the unpaid balance + interest rate + fees.
Additional Indebtedness:	No other indebtedness shall be permitted
Use of Proceeds:	Personal use including bills, general life expense and experimental treatment
Guarantor/s:	None



ESQUIRE[®] BANK

Additional Covenants:

- Mandatory principal pay down and payoff upon receipt of proceeds related to NFL Concussion matters.
- 90,000 (24 month interest assuming full draw) shall be "unavailable" to draw on the line and will be used for monthly auto debit for interest payments.
- Paying off \$8,506 State Tax Lien plus any interest and penalties
- Borrower's attorney to sign an Instruction Letter with direct pay instructions out of attorney's IOLA account to satisfy Bank's lien prior to making distributions to Borrower.
- Spouse to sign a Spousal Consent.
- Subject to review of Borrower's Power of Attorney by Bank's Counsel.
- To be considered by Borrower, and not a condition to close: True sale of the asset to a bankruptcy remote special purpose entity.

Legal Fees:

Borrower agrees to reimburse Bank up to \$2,500 for its legal fees related to drafting loan documents.

Good Faith Deposit:

None

I acknowledge receipt of and accept the proposed draft terms outlined in the letter provided by Esquire Bank.

I understand that the terms herein proposed shall expire at the close of business on 8/26/2015 unless fully executed by the parties to this letter.

Agreed and Accepted:

Robert Penza, Counsel

By: ROBERT A. PENZA, ESQ.

Title: ATTORNEY

Date: 8/24/15

ATTORNEY ACKNOWLEDGEMENT

To:

RE: In Re National Football League Concussion Litigation
Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of
Pennsylvania (the “**Case**”)

Sir:

We are your attorneys of record in the Case. As your attorneys, we acknowledge receipt of the Irrevocable Letter of Instruction (the “**Letter**”), a copy of which is annexed hereto and made a part hereof, that you have provided to us. We further acknowledge the fact that you have granted Esquire Bank, National Association (“**Esquire**”) a security interest and lien in your interest in the Case as security for a line of credit loan (the “**Loan**”) that Esquire is making to you.

In addition, we know of no other lien(s) affecting your interest in the Case. We acknowledge that the documents executed in connection with the Loan prohibit you from creating and/or granting any other lien(s) against your interest in the Case.

Prior to making any distributions of the Assigned Proceeds (as defined in the Letter), we will contact Esquire to ascertain the amount due and owing to Esquire and we will not distribute any of the Assigned Proceeds to any person or entity prior to the satisfaction of Esquire’s lien. We acknowledge that Esquire may rely on the truthfulness of the statements made herein.

Podhurst Orseck, P.A.

By:

cc: Esquire Bank, National Association
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Reference: Note #_____